

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF MARION     )

IN THE MARION SUPERIOR COURT  
  
CAUSE NO. 49D05-0708-PL-033190

STATE OF INDIANA,                     )  
  )  
                                  Plaintiff,       )  
  )  
                                  v.                     )  
  )  
CLARENCE GRANT, JR.,                )  
  )  
                                  Defendant.        )

**FILED**

12 SEP 24 2007

*Elizabeth A. Wink*  
CLERK OF THE MARION CIRCUIT COURT

**DEFAULT JUDGMENT**

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant, Clarence Grant, Jr.
2. The Defendant was served with notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. The Defendant has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant is not an infant, incompetent, or in military service.

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Clarence Grant, Jr.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Clarence Grant, Jr., his agents, representatives, employees, successors and assigns, are permanently enjoined from engaging in the following:

- a. in the course of entering into home improvement transactions, failing to provide to the consumer a written, completed home improvement contract that contains at a minimum the following:
  - i. The name of the consumer and the address of the residential property that is the subject of the home improvement;
  - ii. The name and address of the Defendant and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
  - iii. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
  - iv. A reasonably detailed description of the proposed home improvements;
  - v. If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

- vi. The approximate starting and completion date of the home improvements;
  - vii. A statement of any contingencies that would materially change the approximate completion date;
  - viii. The home improvement contract price; and
  - ix. Signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature.
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;
  - c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;
  - d. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should have known it does not have;

- e. representing expressly or by implication the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know he cannot; and
- f. soliciting or engaging in a home improvement transaction without a license or permit required by law.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered for the Plaintiff, State of Indiana, and against the Defendant, Clarence Grant, Jr., as follows:

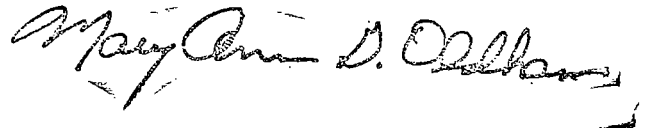
- a. The contract previously entered into by the Defendant with consumer Janice Smith is cancelled, pursuant to Ind. Code § 24-5-0.5-4(d);
- b. The Defendant shall pay consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the amount of Two Thousand Nine Hundred Seventy-Five Dollars (\$2,975.00), payable to the Office of the Attorney General for Janice Smith of Indianapolis, Indiana;
- c. The Defendant shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Seven Hundred and Five Dollars (\$705.00);
- d. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00), payable to the State of Indiana; and

- e. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00), payable to the State of Indiana.

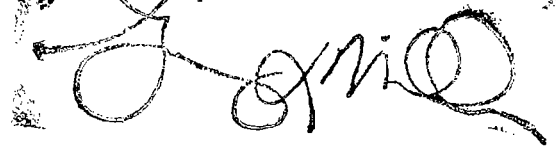
**A total monetary judgment in the amount of Nine Thousand One Hundred and Eighty Dollars (\$9,180.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, Clarence Grant, Jr.**

All of which is **ORDERED, ADJUDGED AND DECREED** this \_\_\_\_\_ day of

SEP 24 2007, 2007.



Judge, Marion Superior Court



Distribution:

Terry Tolliver  
Office of the Attorney General  
Indiana Government Center South, 5th fl.  
302 W. Washington Street  
Indianapolis, IN 46204

Clarence Grant, Jr.  
5910 Crooked Creek Drive  
Indianapolis, IN 46228